

UNITED STATES BANKRUPTCY COURT
FOR THE DISTRICT OF MASSACHUSETTS

In re:

Jean A. DeGutis,

Debtor

Case No. 16-11692-fjb
Chapter 13 case

WEBSTER BANK, N.A.'S MOTION TO REDACT

Now comes Webster Bank, N.A. (the “Lender”) and moves for the court to accept a redacted copy of a document previously filed pursuant to Fed. R. Bankr. P. Rule 90037(a) and the Policies of the Judicial Conference of the United States. In support thereof, Lender states as follows:

1. On or about June 30, 2016, Lender filed a Proof of Claim in the above-referenced proceedings (the “Original POC”) (Claim No. 4-1) and inadvertently failed to redact portions of the Original POC, as required by Rule 9037(a)(4) of the Federal Rules of Bankruptcy Procedure.
2. Lender seeks to file a new Proof of Claim, a copy of which is attached hereto as Exhibit A (the “Redacted POC”) that complies with Rule 9037 of the Federal Rules of Bankruptcy Procedure.

WHEREFORE, Lender requests that this Court (1) accept the Redacted POC and replace the Original POC and (2) grant to Lender such other and further relief as this Court deems appropriate.

Respectfully submitted,
WEBSTER BANK, N.A.
By Its Attorneys,

Date: July 13, 2016

/s/ Lisa M. Kresge
Lisa M. Kresge (BBO# 645310)
Brennan, Recupero, Cascione, Scungio &
McAllister, LLP
362 Broadway
Providence, RI 02909
Tel. (401) 453-2300
Fax (401) 453-2345
mpolak@brasm.com

CERTIFICATE OF SERVICE

I hereby certify that on July 13th , 2016, I electronically filed the foregoing document with the Clerk of the Bankruptcy Court using the CM/ECF System. The following participants have received notice electronically:

- **Honorio DaSilva-Kilgore** hdklaw@hdklawoffices.com
- **Carolyn Bankowski-13** 13trustee@ch13boston.com
- **John Fitzgerald** USTPRegion01.BO.ECF@USDOJ.GOV

and I hereby certify that I have mailed by United States Postal Service, postage prepaid, the document electronically filed with the Court to the following non-CM/ECF participants:

Jean A. DeGutis
44 Warren Street
Plainville, MA 02762

/s/ Lisa M. Kresge
Lisa M. Kresge

EXHIBIT A

Fill in this information to identify the case:

Debtor 1	<u>Jean A. DeGutis</u>
Debtor 2 (Spouse, if filing)	
United States Bankruptcy Court for the	<u>District of Massachusetts</u>
Case number	<u>16-11692-fjb</u>

Official Form 410

Proof of Claim

12/15

Read the instructions before filling out this form. This form is for making a claim for payment in a bankruptcy case. Do not use this form to make a request for payment of an administrative expense. Make such a request according to 11 U.S.C. § 503.

Filers must leave out or redact information that is entitled to privacy on this form or on any attached documents. Attach redacted copies of any documents that support the claim, such as promissory notes, purchase orders, invoices, itemized statements of running accounts, contracts, judgments, mortgages, and security agreements. Do not send original documents; they may be destroyed after scanning. If the documents are not available, explain in an attachment.

A person who files a fraudulent claim could be fined up to \$500,000, imprisoned for up to 5 years, or both. 18 U.S.C. §§ 152, 157, and 3571.

Fill in all the information about the claim as of the date the case was filed. That date is on the notice of bankruptcy (Form 309) that you received.

Part 1: Identify the Claim

1. Who is the current creditor?	<u>Webster Bank, N.A.</u> Name of the current creditor (the person or entity to be paid for this claim) Other names the creditor used with the debtor _____	
2. Has this claim been acquired from someone else?	<input checked="" type="checkbox"/> No <input type="checkbox"/> Yes. From whom? _____	
3. Where should notices and payments to the creditor be sent? Federal Rule of Bankruptcy Procedure (FRBP) 2002(g)	Where should notices to the creditor be sent? <u>Webster Bank, N.A.</u> Name <u>609 West Johnson Ave</u> Number Street <u>Cheshire</u> <u>CT</u> <u>06410</u> City State ZIP Code Contact phone <u>203-271-7324</u> Contact email <u>eoliveira@websterbank.com</u>	Where should payments to the creditor be sent? (if different) Name _____ Number Street _____ City State ZIP Code _____ Contact phone _____ Contact email _____
Uniform claim identifier for electronic payments in chapter 13 (if you use one): _____		
4. Does this claim amend one already filed?	<input checked="" type="checkbox"/> No <input type="checkbox"/> Yes. Claim number on court claims registry (if known) _____ Filed on _____ MM / DD / YYYY	
5. Do you know if anyone else has filed a proof of claim for this claim?	<input checked="" type="checkbox"/> No <input type="checkbox"/> Yes. Who made the earlier filing? _____	

Part 2: Give Information About the Claim as of the Date the Case Was Filed

6. Do you have any number you use to identify the debtor? ☐ No ☒ Yes. Last 4 digits of the debtor's account or any number you use to identify the debtor: 2 3 8 6

7. How much is the claim? \$ 3,922.24 Does this amount include interest or other charges? ☒ No ☐ Yes. Attach statement itemizing interest, fees, expenses, or other charges required by Bankruptcy Rule 3001(c)(2)(A).

8. What is the basis of the claim? Examples: Goods sold, money loaned, lease, services performed, personal injury or wrongful death, or credit card. Attach redacted copies of any documents supporting the claim required by Bankruptcy Rule 3001(c). Limit disclosing information that is entitled to privacy, such as health care information.
Line of Credit Check Protection

9. Is all or part of the claim secured? ☒ No ☐ Yes. The claim is secured by a lien on property.
Nature of property:
☐ Real estate. If the claim is secured by the debtor's principal residence, file a *Mortgage Proof of Claim Attachment* (Official Form 410-A) with this *Proof of Claim*.
☐ Motor vehicle
☐ Other. Describe: _____
Basis for perfection: _____
Attach redacted copies of documents, if any, that show evidence of perfection of a security interest (for example, a mortgage, lien, certificate of title, financing statement, or other document that shows the lien has been filed or recorded.)
Value of property: \$ _____
Amount of the claim that is secured: \$ _____
Amount of the claim that is unsecured: \$ _____ (The sum of the secured and unsecured amounts should match the amount in line 7.)
Amount necessary to cure any default as of the date of the petition: \$ _____
Annual Interest Rate (when case was filed) _____ %
☐ Fixed
☐ Variable

10. Is this claim based on a lease? ☒ No ☐ Yes. Amount necessary to cure any default as of the date of the petition. \$ _____

11. Is this claim subject to a right of setoff? ☒ No ☐ Yes. Identify the property: _____

12. Is all or part of the claim entitled to priority under 11 U.S.C. § 507(a)? ☒ No

☐ Yes. Check all that apply:

A claim may be partly priority and partly nonpriority. For example, in some categories, the law limits the amount entitled to priority.

☐ Domestic support obligations (including alimony and child support) under 11 U.S.C. § 507(a)(1)(A) or (a)(1)(B). Amount entitled to priority \$ _____

☐ Up to \$2,775* of deposits toward purchase, lease, or rental of property or services for personal, family, or household use. 11 U.S.C. § 507(a)(7). \$ _____

☐ Wages, salaries, or commissions (up to \$12,475*) earned within 180 days before the bankruptcy petition is filed or the debtor's business ends, whichever is earlier. 11 U.S.C. § 507(a)(4). \$ _____

☐ Taxes or penalties owed to governmental units. 11 U.S.C. § 507(a)(8). \$ _____

☐ Contributions to an employee benefit plan. 11 U.S.C. § 507(a)(5). \$ _____

☐ Other. Specify subsection of 11 U.S.C. § 507(a)() that applies. \$ _____

* Amounts are subject to adjustment on 4/01/16 and every 3 years after that for cases begun on or after the date of adjustment.

Part 3: Sign Below

The person completing this proof of claim must sign and date it. FRBP 9011(b).

If you file this claim electronically, FRBP 5005(a)(2) authorizes courts to establish local rules specifying what a signature is.

A person who files a fraudulent claim could be fined up to \$500,000, imprisoned for up to 5 years, or both. 18 U.S.C. §§ 152, 157, and 3571.

Check the appropriate box:

- ☒ I am the creditor.
- ☐ I am the creditor's attorney or authorized agent.
- ☐ I am the trustee, or the debtor, or their authorized agent. Bankruptcy Rule 3004.
- ☐ I am a guarantor, surety, endorser, or other codebtor. Bankruptcy Rule 3005.

I understand that an authorized signature on this *Proof of Claim* serves as an acknowledgment that when calculating the amount of the claim, the creditor gave the debtor credit for any payments received toward the debt.

I have examined the information in this *Proof of Claim* and have a reasonable belief that the information is true and correct.

I declare under penalty of perjury that the foregoing is true and correct.

Executed on date

6/30/2016
MM/DD/YY

Signature

Print the name of the person who is completing and signing this claim:

Name Eileen Oliveira
First name Middle name Last name

Title VP

Company Webster Bank, N.A.
Identify the corporate servicer as the company if the authorized agent is a servicer.

Address 609 West Johnson Ave
Number Street

Cheshire CT 06410
City State ZIP Code

Contact phone 203-271-7324 Email eoliveira@websterbank.com



May 25, 2016

JEAN A DEGUTIS
44 WARREN ST
PLAINVILLE, MA 02762

Re: Loan #*****2386
Overdraft protection
JEAN A DEGUTIS
44 WARREN ST
PLAINVILLE, MA 02762

Dear To whom it may concern,

Per your request, the following is a breakdown of the payoff figures on the above-referenced loan as of May 03, 2016.

Principal Balance	\$	3,785.81
Interest	\$	117.93
Negative Escrow Balance	\$	0.00
Recording Fee	\$	0.00
Late Charges	\$	18.50
Recoverable Balance	\$	0.00
Insurance Premium	\$	0.00
Total Payoff Figure	\$	3,922.24

Per Diem interest \$ 1.87

If you have any further questions, I may be reached at 1-800-270-5400, ext. 45749

Very truly yours,

A handwritten signature in black ink, appearing to read 'Judy Gordon'.

Judy Gordon
Payoff Representative
Community Loan Services
436 Slater Road
New Britain, CT 06053
1-800-270-5400 Ext. 45883

-Tamaia-

APPLICATION FOR CHECK PROTECTION
LINE OF CREDITIMPORTANT: Read these directions before completing this application.
Please check appropriate boxes and initial below.☒ If you are applying for an individual account in your name and are relying on your own income or assets and not the income or assets of another person as the basis for repayment of the credit requested, complete Borrower's section only.☐ If you are applying for joint account or an account that you and another person will use, complete all sections about the joint borrower. We intend to apply for joint credit.

ALL APPLICANTS MUST INITIAL.

Applicant (Initials) JAD Co-Applicant (Initials)

1 Please Tell Us About Yourself				PRINT IN INK
Your Webster checking account number: <u>[REDACTED]</u>				
Applicant: First Name <u>JEAN</u>		Middle Initial <u>A</u>	Last Name <u>DEGUTIS</u>	
Address <u>44 Warren St</u>				
City <u>Plainville</u>		State <u>CT</u>	Zip Code <u>02762</u>	
Social Security Number <u>[REDACTED]</u>		Date of Birth <u>[REDACTED]</u>	Home Phone <u>774-277-0381</u>	
E-Mail Address <u>[REDACTED]</u>		U.S. Citizen? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	U.S. Citizen Residing in a foreign country <input type="checkbox"/> Yes <input type="checkbox"/> No	
If no, Are you a Resident Alien? <input type="checkbox"/> Yes <input type="checkbox"/> No				
Employer <u>Equitation Unlimited</u>		Job Title/Occupation <u>owner</u>	Country of Citizenship <u>USA</u>	
Employer Address <u>Same</u>		Date of Hire <u>35 yrs</u>	Employment Status (Circle One) Not Self Employed <input checked="" type="checkbox"/> Self Employed <input type="checkbox"/> Retired Student <input type="checkbox"/> Unemployed <input type="checkbox"/> Home Maker <input type="checkbox"/> Other	
Your Gross Monthly Income <u>\$12,000</u>		Your Other Monthly Income <u>\$3,800</u>	Source of Other Income <u>live in Boy friend</u>	
Name of nearest relative not living with you <u>Neil Woodworth</u>				
Address <u>L St.</u>		City <u>South Boston</u>	State <u>MA</u>	Zip Code <u>[REDACTED]</u>
2 Please Complete If You Prefer A Joint Account				
CoApplicant: First Name		Middle Initial	Last Name	
Address				
City		State	Zip Code	
Social Security Number		Date of Birth	Home Phone	
E-Mail Address		U.S. Citizen? <input type="checkbox"/> Yes <input type="checkbox"/> No	U.S. Citizen Residing in a foreign country <input type="checkbox"/> Yes <input type="checkbox"/> No	
If no, Are you a Resident Alien? <input type="checkbox"/> Yes <input type="checkbox"/> No				
Employer		Job Title/Occupation	Country of Citizenship	
Employer Address		Date of Hire	Employment Status (Circle One) Not Self Employed <input type="checkbox"/> Self Employed <input type="checkbox"/> Retired Student <input type="checkbox"/> Unemployed <input type="checkbox"/> Home Maker <input type="checkbox"/> Other	
CoApplicant Gross Monthly Income		CoApplicant Other Monthly Income	Source of Other Income	

Intentionally Left Blank

**Check Protection
 Overdraft Line of Credit Agreement
 and Disclosure**

Notice: Read this agreement carefully.
 See the last page for important notices about your billing rights.

Dear Customer:

This Overdraft Line of Credit Agreement ("Agreement") governs the terms and conditions of your Overdraft Protection Account ("your Account") with Webster N.A.

(the "Bank"). When you applied for your Account, you and any other person who applied agreed to be bound by this Agreement and promised to pay all amounts due on your Account.

1. **Promise to Pay.** You promise to pay the Bank all amounts due under your Account. If more than one person applied, each of you are responsible for payment of amounts due under your Account and the Bank may enforce its rights under this Agreement against any of you.

2. **Using Your Account.** You may use your Account to obtain an advance under this Agreement in the following ways:

(a) **Overdrafts.** Your Account provides overdraft protection for the personal checking account you have designated in your application ("designated checking account"). This means you can write checks for more than the balance in your designated checking account and the Bank will automatically advance you the exact amount you need to cover the check or other amount chargeable to your designated checking account, up to your credit limit. This advance will be charged to your Account.

If your designated checking account is held jointly by you with another person(s), the overdraft feature of your Account will also cover that person's overdrafts on your designated checking account, and you agree that you will repay such Advance(s) charged to your Account even if that person(s) is not obligated by this Agreement to repay amounts due under your Account.

The Bank may pay post-dated checks drawn on your designated checking account with the overdraft protection feature of your Account, and if the Bank does so, you will not hold the Bank responsible if the Bank is unable to pay other checks drawn on your designated checking account because it paid the post-dated check.

(b) **Other Methods.** In addition to the methods described above, the Bank may make other methods for obtaining advance(s) under your Account available to you.

You may never pay any unpaid balances in your Account by using any of the methods for obtaining an advance from your Account described in (a) or (b) of this paragraph. You agree that all advance(s) obtained under this Agreement will be for personal, family, or household purposes only.

3. **Credit Limit.** The credit limit for your Account will be shown on each monthly statement. You agree not to exceed your credit limit but if the Bank does make an advance from your Account that exceeds your credit limit, you must repay it according to the repayment terms of this Agreement or repay immediately upon Bank's demand.

4. **Interest Charge(s).** You agree to pay an Interest Charge(s) on all advance(s) obtained on your Account from the day an advance or an amount due is posted to your Account to the day the Bank receives full payment of all amounts due on your Account. There is no grace period during which you may avoid Interest Charge(s) on a new advance under your Account. As long as you are not in default under this Agreement, the Bank will not charge you Interest Charge(s) on any fees assessed on your Account.

5. **Calculation of Interest Charges, Balances Subject to Interest Charge and Annual Percentage Rate.** The Bank figures the Interest Charge by applying a daily periodic rate to the daily balance. To get the daily balance, the Bank takes the beginning balance at the start of the day, adds new advances, other debits, and adjustments to the other amounts owed, and subtracts the portion of any payment the Bank receives that is to be applied to outstanding advances and other credits for the day. The Bank makes any other adjustments that are necessary. The Interest Charge(s) is calculated at the daily periodic rate on the balance at the end of each day. The Bank will compute the Interest Charge on your Account by taking the balance of the Account at the end of each day in the billing period and multiplying that balance by a daily periodic rate. This gives you the Interest Charge amounts for each day in the billing period. The sum of the Interest Charge amounts for each day is the Interest Charge due for the billing period.

The daily periodic rate is determined by dividing the annual percentage rate by the number of days in the year. The annual percentage rate applicable to your Account is as follows:

Interest Rate and Interest Charges	
APR	18.0000 %
Penalty APR	24.0000 %
Minimum Interest Charges	NONE
Paying Interest	You will be charged interest from the transaction date.
Fees	
Annual Fee	\$20.00
Penalty Fees • Late Payment Fee	\$18.50
Other Fees • Research Fee • Copy Fee	\$30.00 per Hour \$1.50 per Page

How We'll Calculate Your Balance: We use a method called "average daily balance." See paragraph 5 of your Overdraft Line of Credit Agreement and Disclosure.

Billing Rights: Information on your rights to dispute unactions and how to exercise those rights is provided in your Overdraft Line of Credit Agreement and Disclosure.

Annual Fee: Your Account will be assessed an annual fee in the month in which your Account was opened and each anniversary of that month. The Bank will waive the Annual Fee provided that you remain a Webster One customer.

Late Fee: If the Bank does not receive your payment when due, the Bank will charge a Late Fee to your Account.

Other Fees: Research Fees and Copy Fees to search and produce Bank records involving cancelled checks or lost checks or other documents will be charged to your Account.

6. **Penalty APR:** If you fail to pay the Minimum Payment due by the payment due date for two (2) consecutive billing periods, the Penalty APR, as shown in the above table, may apply to the existing balance of your Account. The Penalty APR will apply until you make six (6) consecutive Minimum Payments when due.

7. **Payments, Due Date and Monthly Statement:** Your Minimum Payment will be the greater of 3% of the new balance shown on your monthly statement plus: any past due amount, any fees or late charges; or \$10 ("Minimum Payment"). In the event your balance is less than \$10, your Minimum Payment will equal the balance. Each payment the Bank receives will be applied first to the oldest due payments, crediting first to the Interest Charges due, then to pay the unpaid billed principal balance of the Account and then to pay other charges due. Any amount then remaining will be applied to the principal outstanding.

8. **Crediting of Payments:** Payments received by mail on your account on a business day, prior to 5:00PM Eastern Time, will be credited that day provided that they are sent to the address, in the time indicated, on your monthly statement. We credit mailed payments as of the date received; if the payment is received by 5:00PM Eastern Time at the address shown on the remittance slip on the front of your monthly statement. Payments received by mail after 5:00PM Eastern Time at the remittance address on any day including the Payment Due Date, but that otherwise meet the above requirements, will be credited as of the next business day. Payments made online, at an ATM, or by phone will be credited as of the date receipt if made by 5:00PM Eastern Time. Payments made in a branch on a business day will be credited as of that day. Credit for any other payments not made in the manner listed above may delay your payment up to five (5) business days.

9. **Automatic Payments:** The Bank will automatically deduct your minimum Account payment from your designated checking account if this payment is not received by your due date ("Autopayment"). You agree to keep sufficient funds in your designated checking account to make each Autopayment on your due date. The Bank will not make an Autopayment in any month in which your designated checking account does not have sufficient funds to make the minimum Account payment due. Whenever the date of the Autopayment falls on a non-business day, the Bank will make the Autopayment on the next business day.

10. **Joint Accounts:** If your Account is a joint account, each person on your designated checking account can get advances from your Account, but all advances on your Account cannot exceed the credit limit for your Account. Each of you will be responsible for paying all amounts due on your Account, but the Bank may seek payment from only one of you if the Bank chooses to do so. Each person can also close the Account. The Bank will consider a request to remove a name from a joint account or a request to close your Account. The Bank may notify one of you and the notice is effective for both of you. Similarly a notice to the Bank by one of you counts as notice from both of you.

11. **Security Interests and Setoff.** Collateral securing other obligations you have with the Bank or any of the Bank's affiliates may also secure your obligations under this agreement. However, no security interest in any consumer's principal dwelling or household goods will be used to secure payment of your obligations under this agreement. You agree that if you do not repay all amounts you owe on your Account, you give the Bank the right to setoff against any of your money and personal property in the Bank's possession or in the possession of any of the Bank's affiliates. This includes any proceeds from the sale of such property and any money the Bank or the Bank's affiliates may owe you. For the purposes of this Agreement, the Bank's affiliates include the Bank's subsidiaries, the Bank's parent company, that company's subsidiaries, and any of their subsidiaries.

12. **Additional Advances, Financial Condition, and Credit Inquiries.** The Bank may refuse to allow you to obtain one or more additional advance(s) under your Account for any reason, even if making such an advance(s) would not result in your Account balance exceeding the credit limit. You agree to immediately notify the Bank of any adverse change in your credit worthiness or financial condition. You also agree to provide the Bank with updated financial and credit information that the Bank may request from time to time. The Bank may make credit inquiries on you from any credit bureau from time to time. The Bank may also report your credit history in connection with your Account to any credit bureau. You represent and warrant to us that at the time of each transaction you have the intent and financial capacity to repay each advance(s) fully in accordance with the terms of this Agreement.

13. When Entire Balance Is Due on Demand. The entire balance on your Account will become immediately due on the request of the Bank, and the Bank reserves the right to close your Account, if (a) you miss a payment, (b) you break any of your promises under this agreement or any other Agreement you have with the Bank, (c) anything you told the Bank on the application for your Account is untrue, (d) you become insolvent or file for protection from creditors under bankruptcy or similar laws, (e) you make an assignment for the benefit of creditors, (f) the Bank reasonably believes you will not pay all amounts due on your Account, or (g) you die.

14. Closing Your Account. You can close your Account at any time. To do so, simply notify the Bank in writing and stop using your Account. The Bank may also close your Account at any time. The Bank will notify you if and as required by law before the closing is to become effective. No matter who closes your Account, the Bank will keep all of the rights it has, and you will still have to pay all amounts due on your Account under this agreement and will continue to be bound by this Agreement.

15. Transfer or Assignment. Your rights and obligations under this Agreement belong to you only and may not be transferred or assigned to any other person. Your obligations under this Agreement are binding on your heirs and legal representatives. The Bank may assign or transfer its rights and obligations under this Agreement.

16. Change of Terms. The Bank may change this Agreement at any time. The Bank will notify you of changes at least 45 days in advance of any change in this Agreement, or earlier if required by law. All changes will apply to amounts owed on your Account at the time the change goes into effect.

17. Collection Costs. You agree to pay any costs of collection amounts owed on your Account. Whenever the Bank refers your Account to an attorney who is not the Bank's salaried employee, you agree to pay reasonable attorney's fees and costs to the extent permitted by law.

18. Applicable Law. This Agreement will be governed by the laws of the State of Connecticut and Federal law. You agree that in law suits concerning this Agreement or your Account you waive your right to a jury trial, unless otherwise prohibited by law.

19. Conflict and Delay. If there is any conflict between any of the terms and conditions of this Agreement and applicable federal or state law, this Agreement will be considered changed only to the Account extent necessary to comply with the law. The Bank may delay enforcing any of its rights under this Agreement without losing any of its rights.

20. Notices. Any notice the Bank sends you will be considered effective when it is delivered personally to you or mailed, postage prepaid, to the last address the Bank has for you in its records. Notice from you will be considered effective when the Bank receives it at the address of the Bank indicated on the last monthly statement, or if you have not yet received a monthly statement, at P.O. Box 1809, Hartford, CT 06144-1809.

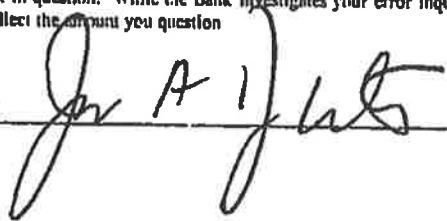
BILLING RIGHTS SUMMARY

In Case of Errors or Questions About Your Bill. If you think your bill is wrong, or if you need more information about a transaction on your bill, write the Bank at the address shown on your bill as soon as possible. The Bank must hear from you not later than 60 days after the Bank sent you the first bill on which the error or problem appeared. You can telephone the Bank, but doing so will not preserve your rights.

In your letter, give the Bank the following information.

- Your name and account number.
- The dollar amount of the suspected error.
- Describe the error and explain, if you can, why you believe there is an error. If you need more information, describe the item you are unsure about.

You do not have to pay any amount while the Bank is investigating, but you are still obligated to pay the parts of your bill that are not in question. While the Bank investigates your error inquiry, the Bank cannot report you as delinquent or take any action to collect the amount you question.

X  X

For Bank Use Only:	
Does Customer have a Website One relationship?	<input type="checkbox"/> Yes <input type="checkbox"/> No
Is Customer an employee?	<input type="checkbox"/> Yes <input type="checkbox"/> No
Branch #:	Branch Name:
Interviewer:	
Increase existing line	<input type="checkbox"/> Yes <input type="checkbox"/> No
New line:	<input type="checkbox"/> Yes <input type="checkbox"/> No
If yes, what is current line:	
Checking Account Cycle Code:	Account #:
I have verified that the checking account listed above belongs to at least one of the above applicants.	
Initials:	



Webster Bank
Webster Plaza CH425
Waterbury, Connecticut 06702

Toll Free: 1-800-325-2424
Consumer Fax: (203) 271-7524

August 4, 2010

JEAN A. DEBUTIS

44 WARREN STREET
PLAINVILLE, MA 02762

Account Number: [REDACTED]
Credit Line: \$ 4,000.00

Dear Customer,

We are pleased to inform you that the Check Protection account you requested has been approved. Your account number and credit line appear above. Your line will be available three business days from 8/4/10.

You can access your Check Protection credit line by writing a check from your designated checking account. The amount of the check will first be deducted from your designated checking account. If the check amount is in excess of your available balance we will transfer funds to your designated checking account for the exact amount necessary to cover the overdraft, up to your credit line limit.

Please refer to the Check Protection Line of Credit Agreement you received at application for the account terms and conditions.

If you have any questions about your account please visit one of our branches, or call 1-800-325-2424 to speak with one of our Telebankers. As always, thank you for banking with Webster Bank. We'll continue to work hard to help you meet your financial goals.

Sincerely,

Consumer Lending Underwriter

Enclosures

Webster Bank reserves the right to revoke this commitment and declare it null and void, if Webster Bank discovers any inaccuracies in your application, facts, circumstances or conditions which it determines might adversely affect this line of credit.

8/4/10

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PROTECTO